

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

08 CV 00069

PARADISE PRODUCTS, CORP.,

Plaintiff,

- against -

SABLE & ROSENFELD FOODS, LTD.

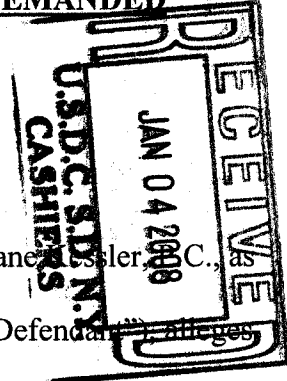
Defendant.

Civil Action No.

COMPLAINT

JURY TRIAL DEMANDED

JUDGE SAND



Plaintiff Paradise Products, Corp. (the "Plaintiff"), by its attorneys, Kane, Lesler, C.,
and for its complaint against defendant Sable & Rosenfeld Foods, Ltd. (the "Defendant"), alleges
as follows:

The Parties

1. Plaintiff is a corporation organized and existing under the laws of the State of New York, with its principal place of business at 1080 Leggett Avenue, Bronx, New York 10474. Plaintiff is in the business of importing, processing and packing specialty foods in glass jars under packer and private label brands.

2. Upon information and belief, Defendant is a limited liability company organized and existing under the laws of the Province of Ontario, with its principal place of business at 131 Avenue Road, Suite 200, Toronto, Ontario M5R 2H7. Defendant is in the business of selling gourmet food products.

Jurisdiction and Venue

3. This Court has diversity jurisdiction over the claims in this action pursuant to 28 U.S.C. §1332, in that this action is entirely between a citizen of this State and a citizen of a foreign state and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. §1391 because, among other reasons, a substantial part of the events giving rise to the claim occurred in this district and the Defendant is subject to personal jurisdiction in this district.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of a Contract)

5. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 4 above, as if fully set forth herein.

6. In or about January 2007, the parties entered into an agreement at 1080 Leggett Avenue, Bronx, New York, wherein Plaintiff promised to package Defendant's private brand products and ship them to Defendant's warehouse and customers in the United States and Defendant promised to promptly pay Plaintiff for such services.

7. Pursuant to their agreement, Plaintiff began performing services for Defendant, for which Plaintiff made payments, without any complaints or dissatisfaction.

8. On October 10, 2007, Plaintiff advised Defendant that it would not be able to accept orders for 2008 due to unforeseen financial circumstances, which has caused it to close down its business.

9. Defendant requested that, despite Plaintiff's financial problems, Plaintiff fulfill all of Defendant's orders for 2007, so that Defendant would have time to find another company to handle its 2008 packaging needs.

10. Plaintiff agreed to meet Defendant's packaging needs through 2007, with the express agreement that Defendant would pay Plaintiff within thirty (30) days of receipt of its invoices.

11. In fact, Defendant's principal specifically promised that Plaintiff would receive payment within the agreed net thirty (30) days.

12. On October 17, 2007, Defendant placed its orders for the remainder of 2007.

13. In reliance on Defendant's promise of prompt payment, Plaintiff prepared 11,968 cases for Plaintiff in October and November 2007.

14. On October 8, 2007, invoice No. 126329, in the amount of \$44,510.28 was sent to Defendant.

15. On October 18, 2007, invoice No. 126408, in the amount of \$62,460.00 was sent to Defendant.

16. On October 22, 2007, invoice No. 126421, in the amount of \$24,182.80 was sent to Defendant.

17. On October 23, 2007, invoice No. 126441, in the amount of \$30,356.00 was sent to Defendant.

18. On December 9, 2007, invoices Nos. 126512 and 126517 in the respective amounts of \$25,013.40 and \$28,885.80 were sent to Defendant.

19. On November 9, 2007, after not receiving payment for invoice No. 126329, Plaintiff contacted Defendant to request immediate wire transfer of the funds.

20. Defendant did not object to invoice No. 126329 during the November 9, 2007 discussion. Rather, Defendant promised that full payment would be made on November 12, 2007.

21. On November 15, 2007, after not receiving payment as promised, Plaintiff attempted to reach Defendant's principal again, but was informed that she was out of the office.

22. As such, on November 15, 2007, Plaintiff sent Defendant an email requesting immediate payment of the \$44,510.28 for Invoice No. 126329 and reminding Defendant that invoice No. 126408, in the amount of \$62,460.00 would be due by November 18, 2007, invoice No. 126421, in the amount of \$24,182.80 would be due by November 22, 2007, and invoice No. 126441, in the amount of \$30,356.00 would be due by November 23, 2007.

23. On December 9, 2007, invoices Nos. 126512 and 126517 in the respective amounts of \$25,013.40 and \$28,885.80 became due and owing.

24. On November 16, 2007, Plaintiff received a letter from Defendant, claiming for the first time that it was "damaged" by Plaintiff's inability to service it in the coming year and stating that Defendant would deduct those alleged "damages" from the amounts it undisputedly owed Plaintiff for the services which it performed and which Defendant accepted.

25. To date, despite due demand therefor, Defendant has failed and refused to pay Plaintiff for the services it rendered.

26. In performing its duties as packer, Plaintiff at all times acted with the assent, knowledge and acquiescence of Defendant and Defendant accepted the services which Plaintiff offered to it without objection or complaint.

27. Plaintiff has performed all of its obligations required by it under the parties' agreement.

28. Defendant's failure to pay for Plaintiff's services constitutes a breach of contract.

29. By reason of the foregoing, Plaintiff has been damaged in the amount of \$215,408.28, plus interest.

SECOND CAUSE OF ACTION
(Account Stated)

30. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 29 above, as if fully set forth herein.

31. Commencing in or around October 2007 and continuing through November 2007, Plaintiff issued invoices to Defendant in the total amount of \$215,408.28 in connection with the services that it provided to Defendant, which invoices were not disputed by Defendant.

32. The following summarizes the unpaid and outstanding amounts for services provided to Defendant and accepted by Defendant:

<u>Invoice No.</u>	<u>Amount</u>	<u>Due Date</u>
126329	\$44,510.28	8-Nov-07
126408	\$62,460.00	18-Nov-07
126421	\$24,182.80	22-Nov-07
126441	\$30,356.00	23-Nov-07
126512	\$25,013.40	09-Dec-07
126517	<u>\$28,885.80</u>	09-Dec-07
TOTAL:	\$215,408.28	

The invoices reflected above are collectively annexed as Exhibit "A" hereto.

33. Plaintiff advised Defendant on several occasions that the aforementioned invoices were outstanding and requested immediate payment.

34. Defendant did not object to the account stated, the invoices, the reasonableness of the amounts, or the demands for payment.

35. Notwithstanding the above, Defendant has failed and refused to make payment to Plaintiff on the account stated by the unpaid invoices set forth above and has otherwise failed

and refused to pay for the services provided to Defendant by Plaintiff or the expenses incurred as a result thereof.

36. By reason of the foregoing account stated, Plaintiff is entitled to damages against Defendant in the amount of \$215,408.28, plus interest.

THIRD CAUSE OF ACTION
(Unjust enrichment)

37. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 36 above, as if fully set forth herein.

38. Defendant received a benefit as a result of the services which Plaintiff provided.

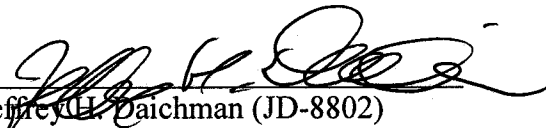
39. Defendant has failed and refused to pay for the reasonable value of such services, despite due demand therefor and, consequently, Defendant has been unjustly enriched in the amount of \$215,408.28, plus interest.

WHEREFORE, Plaintiff Paradise Products, Corp. demands judgment against Defendant Sable & Rosenfeld Foods, Ltd. as follows:

- (a) on the First Cause of Action, damages in the amount of \$215,408.28 plus interest;
- (b) on the Second Cause of Action, damages in the amount of \$215,408.28, plus interest;
- (c) on the Third Cause of Action, damages in the amount of \$215,408.28, plus interest; and,
- (d) on all causes of action, such other, further and different relief as to the Court seems just and proper.

Dated: New York, New York
January 4, 2008

KANE KESSLER, P.C.

By: 
Jeffrey H. Daichman (JD-8802)
Gillian Overland (GO-7300)

Attorneys for Plaintiff
1350 Avenue of the Americas
New York, New York 10019
(212) 541-6222

EXHIBIT A

ALPHA FILE COPY

H PORTERS and PACKERS

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Paradise PRODUCTS CORP.

WEBSITE: www.paradiseproductscorp.com • PHONE: (718) 378-3554 • TOLL FREE: (800) 826-1235 • FAX: (718) 378-3521

1080 LEGGETT AVENUE • BRONX, NY 10474

JUST NO.	YOUR ORDER NO.	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112512	10032007	PICK UP	ADL SA	NET 30 DAYS	10/08/07	126329

FROM SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

SHIP TO
CDS
8400 INDUSTRIAL BLVD
BRENDENSVILLE, PA 18031
CREGO SAMUELS

Telephone: 416-929-4214

Telephone: 010-336-0500

QUANTITY SHIPPED	STOCK NUMBER	DESCRIPTION	TIPS Y BRAND	UNIT PRICE	EXTENSION
554	TI-10212	12/2.5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH		10.08	5,584.32
193	TI-40112	12/2.5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM		7.32	1,412.76
1,118	TI-46612	12/10 OZ. STUFFED QUEEN OLIVES IN VERMOUTH 80/90		25.80	28,844.40
338	TI-4912	12/490 ML STUFFED QUEEN OLIVES IN VERMOUTH 80/90		25.80	8,638.80
ORDER WAS PICKED UP ON - 10/05/2007					

2,201 TOTAL SHIP Weight 22,142.00

Invoice Net Amount 44,510.28

Freight 0.00

Invoice Total 44,510.28

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIVED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOOD. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12(A) OF THE FAIR LABOR STANDARD ACT OF 1938, AS AMENDED, 1939, 1940, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 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3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753



IMPORTERS AND PACKERS
PRODUCTS CORP.

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1080 LEGGETT AVENUE • BRONX, NY 10474

SHIPPING ORDER

Page # 1
ORDER # 122304

ORDER DATE	CUST. NO.	YOUR ORDER NO.	SHIP VIA	SALESMAN	SHIP DATE	PICKER
07/25/07	112612		PICK UP	AML-SA	07/25/07	

S
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T
O
SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

Telephone: 416-929-4214

SHIP TO
CDS
8400 INDUSTRIAL BLVD
BRENNINGSVILLE, PA 18031
GREG SAMUELS

Telephone: 610-336-0500

QUANTITY		STOCK NUMBER	DESCRIPTION	SUGGESTED RETAIL PRICE
ORDERED	SHIPPED			
336		TI-46912	TIPSY BRAND 12/490 mL STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90011-7. CARTON BARCODE# 1-00-69702-90011-4. USE SABLE & ROSENFELD BLACK CAPS 82MM. 16 OZ. REF. JAR. APPLY LABEL 1.00" FROM BOTTOM. PALLET T1X H1 = 14 X 8 = 112 CASES. ✓	
1,118		TI-46812	12/10 OZ. STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90011-7. CARTON BARCODE# 1-00-69702-90011-4. USE SABLE & ROSENFELD BLACK CAPS 82MM. 16 OZ. REF. JAR. APPLY LABEL 1.00" FROM BOTTOM. PALLET T1X H1 = 14 X 8 = 112 CASES. ✓	
193		TI-40112	12/2.5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM UPC# 0-69702-40000-8. BARCODE# 1-00-69702-40000-3. USE SABLE & ROSENFELD BLACK CAPS 48MM. 123 mL JAR. ✓	
554		TI-10212	12/2.5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH UPC# 0-69702-20000-2. BARCODE# 1-00-69702-20000-9. USE SABLE & ROSENFELD BLACK CAPS 48MM. 123 mL JAR. ✓	
2,201		TOTAL CASES		
			TOTAL WEIGHT: 32,148	
THIS ORDER IS A PICK UP. PLEASE CALL CLIENT WHEN ORDER IS READY TO BE PICKED UP.				
ON THE PALLETS OF 12/490 ST Q IN VERMOUTH PUT A SIGN: "MUST BE PUT ON HOLD"				
			10/5/09	
D. P. SAMUELS				

10/5/07

2 Pallets

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIPTED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOOD'S SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE: AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

TRUCK LICENSE

48252

NO. PIECES 2201

SIGNATURE *Greg Samuels*

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TACCAST

ALPHA FILE COPY

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YOUR ORDER NO.	10172007	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112612		PICK UP	AMU-SA	NET 30 DAYS	10/18/07	126408
FROM ORDER 122666		SHIP TO CDS 700 NESTLE WAY, SUITE 100 BRENNINGSVILLE, PA 18031 GREG SAMUELS				
SABLE & ROSENFELD FOODS, LTD. 131 AVENUE ROAD, SUITE 200 TORONTO, ONTARIO M8R 2H7 CANADA		Telephone: 416-820-4214				

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
2,700	TIPSY BRAND		
	125 OZ. STURVED QUEEN OLIVES IN VERMOUTH 80/90	18.90	50,220.00
1,200	125 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/21 MM	10.20	12,240.00
ORDER WAS PICKED UP ON - 10/17/2007			
TOTAL SHIP		Weight	46,800.00
		Invoice Net Amount	62,460.00
		Freight	0.00
			62,460.00

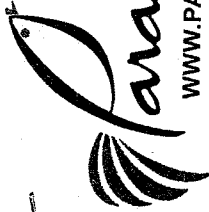
WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN SHIPPED OR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE (5) DAYS AFTER RECEIPT OF GOOD. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12(A) OF THE FAIR LABOR STANDARD ACT OF 1938, AS AMENDED 1 1/2% INTEREST PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS

SHIPPING ORDER

IMPORTERS AND PACKERS

ORDER # 122665

1080 LEGGETT AVENUE • BRONX, NY 10474
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ORDER DATE 10/17/07	CUST. NO. 112612	YOUR ORDER NO. 10172007	SHIP VIA PICK UP	SALESMAN AML-SA	SHIP DATE 10/17/07	PICKER
SABLE & ROSENFELD FOODS, LTD. 131 AVENUE ROAD, SUITE 200 TORONTO, ONTARIO M5R 2H7 CANADA Telephone: 416-929-4214			SHIP TO CDS 700 NESTLE WAY, SUITE 100 BRENNINGSVILLE, PA 18031 GREG SAMUELS Telephone: 610-336-0500			
QUANTITY		STOCK		DESCRIPTION		
ORDERED	SHIPPED	NUMBER				
2,700				TIPS BRAND TI-04212 12/5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90014-3 CARTON BARCODE# 1-00-69702-90014-3 USE SABLE & ROSENFELD BLACK CAPS 33MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.3" FROM BOTTOM PALLET TIX HI= 25 X 6 = 150 CASES.		
1,200				TI-42312 12/5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM UPC# 0-69702-90015-3 CARTON BARCODE# 1-00-69702-90015-2 USE SABLE & ROSENFELD BLACK CAPS 33MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.3" FROM BOTTOM PALLET TIX HI= 25 X 6 = 150 CASES.		
3,900				TOTAL CASES TOTAL WEIGHT: 46,800 PICK UP EXPECTED ON - 10/17/2007 CUSTOMER MUST CALL TO CONFIRM PICK UP DATE.		

10-17-07
P. N. N. A. L. E
TAYLOR
TAYLOR

70198

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIPTED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOOD'S SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE, AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

TRUCK LICENSE ADJ. 963B NO. PIECES 3,900 SIGNATURE N. J. FACTORY COPY

ALPHA FILE COPY

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Page # 1

CUST NO.	YOUR ORDER NO.	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112612	10172007	PICK UP	AML-SA	NET 30 DAYS	10/22/07	126421

FROM
ORDER
122637

SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

SHIP TO
CDS
700 NESTLE WAY, SUITE 100
BRENTINGSVILLE, PA 19031
GREG SAMUELS

QUANTITY SHIPPED STOCK NUMBER

Telephone 416-920-4314

Telephone 910-336-0500

TIPSY BRAND

QUANTITY SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
151	TI-19606	6 1/2 OZ LEMON STUFFED QUEEN OLIVES IN GIN		
723	TI-19612	12 1/2 OZ LEMON STUFFED QUEEN OLIVES IN GIN	11.20	1,691.20
200	TI-23012	12 1/2 OZ RED MARASCHINO CHERRY W/STEM XL IN WHISKEY	20.80	15,038.40
150	TI-23312	12 1/2 OZ RED MARASCHINO CHERRY W/STEM XL IN WHISKEY	14.16	4,246.00
106	TI-42312	12 1/2 OZ DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM	14.16	2,124.00
		ORDER WAS PICKED UP ON - 10/22/07 BY PINNACLE TRUCKING	10.20	1,081.20

1,420

TOTAL SHIP

Weight 18,484.00

Invoice Net Amount

Freight

24,182.60
0.00

Invoice Total

24,182.60

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIVED FOR IN 'GOOD' ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF 'GOOD' GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12(A) OF THE FAIR LABOR STANDARD ACT OF 1938, AS AMENDED.

IMPORTERS AND PACKERS

ORDER # 122667

1080 LEGGETT AVENUE • BRONX, NY 10474

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ORDER DATE	CUST. NO.	YOUR ORDER NO.	SHIP VIA	SALES MAN	SHIP DATE	PICKER
10/17/07	112612	10172007	PICK UP	AML-SA	10/17/07	

QUANTITY ORDERED	QUANTITY SHIPPED	STOCK NUMBER	DESCRIPTION	SUGGESTED RETAIL PRICE
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724	723	TI-19612	TIPSY BRAND 12/5 OZ. LEMON STUFFED QUEEN OLIVES IN GIN UPC# 0-69702-90024-7 CARTON BARCODE# 1-00-69702-90024-4 USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JARS. APPLY LABEL 1.5" FROM BOTTOM. PALLET T X H I = 25 X 6 = 150 CASES	
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150	151	TI-19606	6/5 OZ. LEMON STUFFED QUEEN OLIVES IN GIN UPC# 0-69702-90024-7 CARTON BARCODE# 2-00-69702-90024-1 USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JARS. APPLY LABEL 1.5" FROM BOTTOM. PALLET T X H I = 30 X 6 = 300 CASES	
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150		TI-23212	12/255 ML RED MARASCHINO CHERRY W/STEM XL IN WHISKEY UPC# 0-69702-00009-1 BARCODE# 2-00-69702-00009-5 USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET = 25 X 6 = 150 CASES	
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300		TI-23012	12/9 OZ. RED MARASCHINO CHERRY W/STEM XL IN WHISKEY UPC# 0-69702-00009-1 BARCODE# 1-00-69702-00009-3 USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET = 25 X 6 = 150 CASES	
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106		TI-42312	12/5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM UPC# 0-69702-90015-3 CARTON BARCODE# 1-00-69702-90015-2 USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET T X H I = 25 X 6 = 150 CASES	
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1,430			TOTAL CASES	
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			TOTAL WEIGHT: 18,484	
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			PICK UP EXPECTED ON - THE WEEK OF 10/15/2007.	
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			CUSTOMER MUST CALL TO CONFIRM PICK UP DATE.	
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			# 40496	
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			10-22-07	
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			Pinnacle	
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			Taylor	
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			Taylor	
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WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIVED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE, AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

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Page #

1

UST NO	YOUR ORDER NO.	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112512	10222007	PICK UP	AML-SA	NET 30 DAYS	10/23/07	125441

SABE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

SHIP TO

CDS
700 NESTLE WAY, SUITE 100
BIRMINGHAM, PA 18031
GREG SAMUELS

Telephone: 416-923-4214

Telephone: 0-326-0500

DESCRIPTION

UNIT PRICE

EXTENSION

TIPSY BRAND

34 TI-48CAPS

1/1 CARTON OF 48MM CAPS

SABE & ROSENFELD PREPRINTED BLACK MATTE CAPS.

2700 CAPS IN GAIL

128.00

4,384.00

40 TI-33CAPS

1/1 CARTON OF 33MM CAPS

SABE & ROSENFELD PREPRINTED BLACK MATTE CAPS.

2000 CAPS PER CARTON.

113.00

4,520.00

275 TI-82CAPS

1/1 CARTON OF 82MM CAPS

SABE & ROSENFELD PREPRINTED BLACK MATTE CAPS.

750 CAPS PER CARTON.

78.00

21,450.00

ORDER WAS PICKED UP ON - 10/22/2007

349

TOTAL SHIP

Weight 10,470.00

Invoice Net Amount

Freight

30,356.00

0.00

30,356.00

Invoice Total

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IMPORTERS AND PACKERS

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ORDER # 122689

1080 LEGGETT AVENUE • BRONX, NY 10474

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ORDER DATE	CUST. NO	YOUR ORDER NO.	SHIP VIA	SALESMAN	SHIP DATE	PICKUP
10/22/07	112612	10222007	PICK UP	AML-SA	10/22/07	

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SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

Telephone: 416-929-4214

SHIP TO

CDs Telephone: 610-336-0500

700 NESTLE WAY, SUITE 100

BRENNINGSVILLE, PA 18031

GREG SAMUELS

QUANTITY	STOCK	DESCRIPTION	SUGGESTED
ORDERED	NUMBER		RETAIL PRICE

34

TI-48CAP 1/1 CARTON OF 48MM CAPS
SABLE & ROSENFELD PREPRINTED BLACK MATTE CAPS
2700 CAPS IN CASE

40

TI-53CAP 1/1 CARTON OF 53MM CAPS
SABLE & ROSENFELD PREPRINTED BLACK MATTE CAPS
2000 CAPS PER CARTON

275

TI-82CAP 1/1 CARTON OF 82MM CAPS
SABLE & ROSENFELD PREPRINTED BLACK MATTE CAPS
750 CAPS PER CARTON

TOTAL CASES

349

TOTAL WEIGHT: 10,470

PICK UP EXPECTED ON - 10/22/2007

CUSTOMER MUST CALL TO CONFIRM PICK UP DATE

10-22-07

#440496

Pinnacle
Taylor
Taylor

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TRUCK LICENSE A2-963B

N.J.

NO. PIECES 349

SIGNATURE

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YOUR ORDER NO.	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112612	11023007	AMLSA	NET 30 DAYS	11/09/07	126812

FROM
ORDER
122729

SHIP TO
CDS
700 NESTLE WAY, SUITE 100
BRENTINGSVILLE, PA 18031
GREG SALAMUKLS

Telephone 416 238-4214

FAX 416 238-4214

DESCRIPTION

UNIT PRICE EXTENSION

PEPSY BRAND

140	TI-04112	12/229 ML STUFFED QUEEN OLIVES IN VERMOUTH 80/90	18.60	2,790.00
258	TI-04206	6/5 OZ STUFFED QUEEN OLIVES IN VERMOUTH 80/90	10.00	2,580.00
132	TI-04212	12/5 OZ STUFFED QUEEN OLIVES IN VERMOUTH 80/90	18.60	2,455.20
423	TI-23012	12/9 OZ RED MARASCHINO CHERRY W/STEM XL IN WHISKY	14.16	6,018.00
1,035	TI-41306	6/5 OZ DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM	5.52	5,713.20
555	TI-42312	12/5 OZ DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM	10.20	5,457.00

ORDER WAS PICKED UP ON - 11/09/07 BY MIRACLES TRUCKING

2,135

TOTAL SHIP

Weight 23,087.00

Invoice Net Amount

Freight

25,013.40

0.00

25,013.40

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIVED OR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOOD. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12(A) OF THE FAIR LABOR STANDARD ACT OF 1938, AS AMENDED 1 1/2% INTEREST PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS.

IMPORTERS AND PACKERS

Page # 2

ORDER # 122729

1080 LEGGETT AVENUE • BRONX, NY 10474

Paradise PRODUCTS CORP.

WWW.PARADISEPRODUCTSCORP.COM • PHONE: (718) 378-3554 • TOLL FREE: (800) 826-1235 • FAX: (718) 378-3521

ORDER DATE	CUST. NO.	YOUR ORDER NO.	SHIP VIA	SALESMAN	SHIP DATE	PICKER
10/30/07	112612	11023007	PICK UP	AML-SA	10/30/07	
SABLE & ROSENFELD FOODS, LTD. 131 AVENUE ROAD, SUITE 200 TORONTO, ONTARIO M5R 2H7 CANADA						
SHIP TO CDS 700 NESTLE WAY, SUITE 100 BRENNINGSVILLE, PA 18031 GREG SAMUELS						

QUANTITY	STOCK	DESCRIPTION	SUGGESTED
ORDERED	NUMBER		RETAIL PRICE

TOTAL CASES

TOTAL WEIGHT: ~~4115~~ 25,350

PICK UP EXPECTED ON - 11/02/2007.

CUSTOMER MUST CALL TO CONFIRM PICK UP DATE.

14 Pallets

11/15/07

Per John ship 145 trays olive
Unlabeled 1550 c/s

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIPTED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE: AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

TRUCK LICENSE

NO. PIECES 2535

SIGNATURE

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SHIPPING ORDER



IMPORTERS AND PACKERS

PRODUCTS CORP.

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ORDER # 122729

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Page # 1

ORDER DATE 10/30/07	CUST. NO. 112612	YOUR ORDER NO. 11022007	SHIP VIA PICK UP	SALES MAN AML-SA	SHIP DATE 10/30/07	PICKER
S O L D T O SABLE & ROSENFELD FOODS, LTD. 131 AVENUE ROAD, SUITE 200 TORONTO, ONTARIO M5R 2H7 CANADA Telephone: 416-929-4214			SHIP TO CDS 700 NESTLE WAY, SUITE 100 BRENNINGSVILLE, PA 18031 GREG SAMUELS			

QUANTITY ORDERED	QUANTITY SHIPPED	STOCK NUMBER	DESCRIPTION	SUGGESTED RETAIL PRICE
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423	425	TI-23012	TIPS BRAND 12/9 OZ. RED MARASCHINO CHERRY W/STEM XL IN WHISKEY UPC# 0-69702-00009-1. BARCODE# 1-00-69702-00009-8. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET = 25 X 6 = 150 CASES.	
1008	1035	TI-42306	6/5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM UPC# 0-69702-90013-3. CARTON BARCODE# 2-00-69702-90013-9. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET TX HI = 30 X 6 = 300 CASES.	
533	535	TI-42312	12/5 OZ. DOUBLE MARTINI ONIONS IN VERMOUTH 21/23 MM UPC# 0-69702-90013-3. CARTON BARCODE# 1-00-69702-90013-2. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET TX HI = 25 X 6 = 150 CASES.	
258	258	TI-04206	6/5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90014-8. CARTON BARCODE# 2-00-69702-90014-2. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JARS. APPLY LABEL 1.5" FROM BOTTOM. PALLET TX HI = 30 X 6 = 300 CASES.	
450	132	TI-04212	12/5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90014-8. CARTON BARCODE# 1-00-69702-90014-3. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JARS. APPLY LABEL 1.5" FROM BOTTOM. PALLET TX HI = 25 X 6 = 150 CASES.	
450	150	TI-04112	12/229 ML STUFFED QUEEN OLIVES IN VERMOUTH 80/90 UPC# 0-69702-90014-8. BARCODE# 1-00-69702-90014-3. USE SABLE & ROSENFELD BLACK CAPS 53MM. 8 OZ. PARAGON JAR. APPLY LABEL 1.5" FROM BOTTOM. PALLET = 25 X 6 = 150 CASES.	

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIPTED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

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Continued on Next Page

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Page #

1

YOUR ORDER NO.	SHIPPED VIA	SALESMAN	TERMS	INVOICE DATE	INVOICE NUMBER
112612	11032007-133421	AML-SA	NET 30 DAYS	11/09/07	124517

FROM
ORDER
122738

SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA

SHIP TO

SABALITO FOODS
1500 SABINE AVENUE
PORT ARTHUR, TX 77642

Telephone 416-929-4214

DESCRIPTION

QUANTITY SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1,533	99-04212	UNLABELED 12.5 OZ. STUFFED QUEEN OLIVES IN VERMOUTH ORDER WAS PICKED UP ON 11/08/2007 BY ONE STOP LOGISTICS	18.00	28,395.80
1,533		TOTAL SHIP		
		Weight	20,189.00	
		Invoice Net Amount		28,395.80
		Freight		0.00
		Invoice Total		28,395.80

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIVED BY THE CARRIER OR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE (5) DAYS AFTER RECEIPT OF GOODS. GOODS SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12(A) OF THE FAIR LABOR STANDARD ACT OF 1938 AS AMENDED.

SHIPPING ORDER

IMPORTERS AND PACKERS ORDER #. 122729-1



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ORDER DATE	CUST. NO	YOUR ORDER NO.	SHIP VIA	SALESMAN	SHIP DATE	PICKER
10/30/07	112612	11052007-135421	PICK-UP Colonial TR.	AML-SA	11/07/07	

SABLE & ROSENFELD FOODS, LTD.
131 AVENUE ROAD, SUITE 200
TORONTO, ONTARIO M5R 2H7
CANADA
TEL: 416929 4214

SHIP TO
SAUSALITO FOODS
1500 SABINE AVE.
PORT ARTHUR, TX. 77642

QUANTITY	STOCK NUMBER	DESCRIPTION	SUGGESTED RETAIL PRICE
ORDERED	SHIPPED		

1553	cases	UNLABELED TI-04212 12/5 oz. STUFFED QUEENS OLIVES IN VERMOUTH 10 pallets 150 cases per pallet 1 pallet 53 cases Total weight; 19,500 lb.	
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11-8-07

one Stoop together
R Ball

WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MERCHANDISE AFTER IT HAS BEEN RECEIPTED FOR IN GOOD ORDER BY THE CARRIER. NO CLAIMS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. GOOD'S SHIPPED AT PURCHASER'S RISK WITHOUT INSURANCE. SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLE AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH SECTION 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

TRUCK LICENSE **AK-791E**

NO. PIECES **1553**

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SIGNATURE